

APPENDIX A  
Supreme Court filed  
January 18, 2023  
Jorge Navarrete  
Clerk

S277255  
In the Supreme Court of California  
Ea Base  
Arthur Lopez, Petitioner  
v.  
Court of Appeal, Fourth Appellate District, Division  
Three et al., Respondents;  
Irvine Company, LLC et al., Real Parties in Interest  
The petition for writ of mandate is denied. Orange  
County Bar Association

APPENDIX B

The Court of Appeals of the State of California  
Fourth Appellate District,

Division Three

Filed 07/01/2022

ARTHUR LOPEZ

Plaintiff and Appellant

V.

Irvine Company LLC et. al.,  
Defendants and Respondents

G058725

(Super. Ct. No. 30-2018-0100086)

O P I N I O N

Appeal from a judgment of the Superior Court of  
Orange County, Deborah

C. Servino, Judge. Affirmed.

Arthur Lopez, in pro. per., for Plaintiff and  
Appellant.

Ruzika, Wallace & Coughlin, Frank J. Coughlin and  
Steven E. Bolanos for  
Defendants and Respondents.

Arthur Lopez appeals from the trial court's entry of  
judgment after it  
granted defendants' motion for summary judgment  
(MSJ) on Lopez's housing

discrimination claims.

The trial court found Defendants in their motion “made a prima facie showing that the refusal to renew Plaintiff’s lease was based on business reasons, not discriminatory ones,” including “that Plaintiff was routinely late with rent payments,” and that Lopez failed to present evidence—rather than mere assertions—in rebuttal. Lopez does not challenge this finding in his appellate briefing. Rather, Lopez argues that his claims were not barred by any limitations period. He also contends the trial court erred in an early demurrer ruling and in failing to grant him leave to amend his complaint on the eve of the MSJ hearing to add federal and state antitrust claims against Defendants. As we explain, Lopez has not met his appellate burden to show error in the trial court’s rulings, and we therefore affirm the judgment.

#### **FACTUAL AND PROCEDURAL BACKGROUND**

In the interest of brevity, we limit our background discussion to the procedural history relevant to our review of the issues that Lopez presents on appeal. Lopez filed suit against Defendants in June 2018 for “deprivation of his rights” under state and federal law “due to his race, sex [and] familial status.” Lopez alleged Defendants violated his right to be free from unlawful discrimination by “refusing to rent apartments [and] discriminat[ing] in the terms, conditions and privileges of rental of an apartment

dwelling over a period of 3-4 years.” According to Lopez’s complaint, “[t]he most recent lease denial . . . would have been January 18, 2016 effectively, since Plaintiff had [then] sought to occupy and make effective [an] apartment rental on January 19, 2016.” The defendants and respondents are Irvine Company LLC, The Irvine Company Apartment Communities, Inc., Newport Bluffs LLC, and The Newport Bordeaux Apartments (Defendants).

The trial court sustained Defendants’ demurrer to the complaint, with leave for Lopez to amend; the court subsequently denied Defendants’ request for dismissal. Instead, the court allowed Lopez to file an amended complaint beyond the original deadline.

Defendants answered Lopez’s amended complaint and later moved for summary judgment. The trial court’s minute order after it took the summary judgment motion under submission summarizes the remainder of the relevant procedural history. Specifically, the court “exercise[d] its discretion to consider Plaintiff’s opposition and supporting documents that [he] belatedly filed on December 16 and December 19, 2019. Defendants’ request to strike these documents . . . is denied.”

The trial court cited, but does not appear to have relied on as a basis for its

summary judgment ruling, a statutory limitations period. (Gov. Code, § 12989.1, subd. (a).) That provision states that a litigant must generally “commence a civil action in an appropriate court not later than two years after the occurrence or the termination of an alleged discriminatory housing practice . . . .” (Ibid.)

Rather than analyzing timelines or circumstances pertinent to any potentially applicable limitations period—or exceptions or tolling thereof—the trial court instead cited declarations Defendants submitted as evidence, which they referenced in their separate statement of facts supporting the motion. In particular, the court observed that Defendants “present[ed] evidence that Plaintiff was routinely late with rent payments and carried an overdue balance. For this reason, Newport Bluffs declined to renew Plaintiff’s lease. [Citation.] The lateness in paying also resulted in Plaintiff incurring late fees. [Citation.] Defendants have also presented evidence that the lease rate given to Plaintiff and his wife for the 2014-2016 lease was the amount originally quoted to them and as advertised. [Citation.]”

The court ended with this conclusion: “With this evidence, Defendants have made a prima facie showing that the refusal to renew Plaintiff’s lease was based on business reasons, not discriminatory ones and that the

previously-provided lease rate matched the advertised price. Plaintiff has not presented evidence that creates a triable issue of fact. Plaintiff's declaration (as opposed to assertions in his unsworn response to [Defendants'] separate statement) simply authenticates exhibits rather than testifies to any facts. Plaintiff does describe one exhibit as showing falsely and deceitfully assessed fees, but does not explain how this is so or testify to facts suggesting this would be because of discrimination. (Lopez Decl., ¶ 12.)" (Original parenthetical and italics.)

The trial court reached the same conclusion regarding the unfair competition cause of action (Bus. & Prof. Code, § 17200) that Lopez premised on his discrimination claims. The court found Defendants "made a prima facie showing of no fraudulent, unfair, or unlawful business practice." Explaining again that Lopez's declaration "simply authenticates exhibits rather than testifies to any facts," the court found Lopez had "not shown a triable issue of fact." The court therefore granted the summary judgment motion and subsequently entered judgment against Lopez. He now appeals.

## **DISCUSSION**

Summary judgment is granted when a moving party establishes the right to entry of judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) We review

such a ruling de novo. (Eriksson v. Nunnink (2011) 191 Cal.App.4th 826, 848.)

“Although our review of a summary judgment is de novo, it is limited to issues which have been adequately raised and supported in [the appellant’s] brief.” (Reyes v. Kosha (1998) 65 Cal.App.4th 451, 466, fn. 6.)

As the appellant, Lopez has the burden of affirmatively showing error; he may not simply assert error and then leave it to us to supply a supporting argument. (Cahill v. San Diego Gas & Electric Co. (2011) 194 Cal.App.4th 939, 956; Hearn v. Howard (2009) 177 Cal.App.4th 1193, 1207.) We therefore turn to his specific contentions. In doing so, we are guided by the rule of court requiring appellants to present each point of alleged error under a separate heading or subheading in their briefing. (Cal. Rules of Court, rule 8.204(a)(1)(B).) This rule applies equally to represented and self-represented appellants alike. “[A]s is the case with attorneys, pro. per. litigants must follow correct rules of procedure.” (Nwosu v. Uba (2004) 122 Cal.App.4th 1229, 1247.)

Lopez divides the argument portion of his brief into three sections, each marked by a roman numeral. Although he provides no headings or subheadings which identify or summarize his points, we address his primary contention in each of the three sections. However,

“we do not consider . . . loose and disparate arguments that are not clearly set out in a heading and supported by reasoned legal argument.” (Provost v. Regents of University of California (2011) 201 Cal.App.4th 1289, 1294.)

Under his first heading (“I”), beginning on page 20 of his brief, Lopez offers various arguments regarding tolling, the discovery doctrine, and other exceptions to statutory limitations periods, as if timeliness was the basis for the trial court’s summary judgment ruling. Lopez argues, for example, that the trial court “grossly erred in accepting the defendants’ Motion for Summary Judgment without any evidence of Plaintiff’s claims being barred by the Statute of Limitations . . . .” He similarly insists Defendants failed to “produce[] any evidence to contradict a suspension of the statute of limitations . . . .”

These arguments are misplaced since the court did not grant Defendants’ summary judgment motion because it found Lopez’s claims ran afoul of any limitations period. Lopez ignores the fact that Defendants brought a fact-intensive motion for summary judgment, as reflected in what we infer (from references in the motion) was a lengthy and detailed separate statement of facts—which Lopez

does not include in the record on appeal. We do not decide Lopez's tolling and related arguments against him on the basis of that omission, though it is his responsibility as the appellant to designate a complete record, and not just material he may view as favorable to his position. (*Jameson v. Desta* (2018) 5 Cal.5th 594, 608-609.)

Instead, we find Lopez's statute of limitations arguments are inapplicable. He ignores the trial court's careful analysis of his opposition to summary judgment, which the court considered even though it was untimely. More fundamentally, Lopez also ignores the court's considered judgment that on each of his claims Defendants made a *prima facie* showing that their actions were nondiscriminatory and did not constitute an unlawful business practice. Lopez failed to rebut this with admissible evidence. (See *Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 354-357 [describing burden-shifting test on summary judgment of discrimination claims].) None of the various receipts, notices, or any other documents Lopez attached to his opposition was admissible as submitted to establish discrimination; instead, it was Lopez's responsibility to explain through his own testimony or other evidence that the material evidenced discrimination. He failed to do so. In essence, the trial court engaged in "classic" summary judgment analysis to comply with Code of Civil Procedure, section 437c, to determine whether, based on the facts presented by the parties as set out

in their separate statements, each particular cause of action still had disputable issues of fact to be tried. The court concluded that there remained no such matters on which admissible evidence was presented on both sides. On appeal, Lopez's statute of limitations arguments are beside the point; none meet his burden of establishing error in the trial court's ruling. In the absence of such a showing, we presume the trial court's ruling was correct. (Claudio v. Regents of University of California (2005) 134 Cal.App.4th 224, 252 (Claudio); Frank and Freedus v. Allstate Ins. Co. (1996) 45 Cal.App.4th 461, 474.)

The same is true regarding Lopez's arguments under his second heading ("II"), beginning on page 33 of his brief. These arguments appear to be directed at the trial court's demurrer ruling, insofar as Lopez contends his complaint "sufficiently states a claim upon which relief can be granted." These arguments are moot given that the court gave Lopez leave to file his amended complaint, even though it was late.

In any event, whether a complaint or amended complaint meets the legal prerequisites to adequately state a cause of action under any particular legal authority has nothing to do with whether a plaintiff's opposition papers are sufficient to withstand summary judgment. The purpose of summary judgment is "to cut through the parties' pleadings in order to determine whether,

despite their allegations, trial is in fact necessary to resolve their dispute.” (Aguilar v. Atlantic Richfield Co. (2001) 25 Cal.4th 826, 843.)

In other words, the central issue is whether there are disputed issues of material fact on which the parties not only disagree theoretically, but on which they present conflicting evidence supporting their respective positions. It is only in these instances that a jury must be impaneled to resolve the factual dispute. (Ibid.; § 437c, subd. (c).)

On that question, it was Lopez’s responsibility to present admissible evidence to support his discrimination and unfair business practice claims; such evidence might be in the form of a declaration, deposition testimony, or some other sworn statement; he failed to do so. As noted, documents generally do not on their face establish any particular point; instead, they must be put in context with testimony that explains how or why they support the claims of the party submitting them. Authenticating the documents, proving they are what they appear to be—a receipt, a notice, or otherwise—does not establish what those documents mean for purposes of the party’s position. As the trial court patiently explained, for example, while Lopez in his unsworn opposition “d[id] describe one exhibit as showing falsely and deceitfully assessed fees,” he “does not explain how this is so or testify to

facts suggesting this would be because of discrimination. [Citation.]” (Original italics.)

In light of these evidentiary omissions, which formed the basis for the trial court’s summary judgment ruling, Lopez’s contentions regarding demurrer standards become as irrelevant as his arguments regarding statutes of limitations periods. As a result, Lopez fails to meet his appellate burden to establish reversible error in the trial court’s summary judgment ruling. We therefore must presume the trial court’s ruling was correct. (E.g., Claudio, *supra*, 134 Cal.App.4th at p. 252.)

Finally, Lopez contends under the last heading in his brief (“III”) that the trial court erred by failing to grant him leave to amend his complaint again, this time to add antitrust claims against Defendants. The court initially denied the motion in November 2019 because Lopez did not provide notice of the motion to Defendants. The trial court denied Lopez’s refiled motion on December 13, 2019, because it was untimely served; Lopez then renewed his request for leave to amend by filing another motion that same day. It is unclear from the record or Lopez’s brief whether a third motion was calendared. The trial court in its December 20, 2019 summary judgment ruling did not address Lopez’s motion for leave to

amend, instead vacating “all future hearing dates in this matter.” Nevertheless, we consider the motion to have been effectively denied with the trial court’s subsequent entry of judgment stating that “Plaintiff Arthur Lopez shall take nothing by this action,” thereby making no allowance for Lopez to amend. We review the denial of a motion for leave to amend a complaint for abuse of discretion. (*Branick v. Downey Savings & Loan Assn.* (2006) 39 Cal.4th 235, 242.) We find no merit in Lopez’s challenge. “A trial court has wide discretion to allow the amendment of pleadings, and generally courts will liberally allow amendments at any stage of the proceeding.” (*Falcon v. Long Beach Genetics, Inc.* (2014) 224 Cal.App.4th 1263, 1280 (*Falcon*).) Nonetheless, unreasonable delay alone can justify denial of a motion for leave to amend. (*Huff v. Wilkins* (2006) 138 Cal.App.4th 732, 746 (*Huff*).) “There is a platoon of authority to the effect that a long unexcused delay is sufficient to uphold a trial judge’s decision to deny the opportunity to amend pleadings, particularly where the new amendment would interject a new issue which requires further discovery.” (*Green v. Rancho Santa Margarita Mortgage Co.* (1994) 28 Cal.App.4th 686, 692.) Here, in moving to amend his complaint a second time to—among other changes—seek “\$150,000,000 (One Hundred Fifty Million Dollars) after taxes” instead of the one hundred million already sought, Lopez complained Defendants “exclude any competition” for “a comparable central[l]y located

apartment [from] another operator,” i.e., lessor. But he acknowledged his “original amended complaint” also “referenced” “this [alleged] monopoly.” The trial court had granted Lopez leave to file his first amended complaint back in October 2018, but other than alluding to (rather than formally alleging) his monopoly claims in his first amended complaint, Lopez made no legally appropriate, properly filed and noticed attempt to add an antitrust cause of action until more than a year later, in December 2019.

This lengthy delay supports the trial court’s implicit denial of Lopez’s motion for leave to amend his complaint on the eve of the summary judgment hearing in

December 2019. “[W]hen a plaintiff seeks leave to amend his or her complaint only after the defendant has mounted a summary judgment motion directed at the allegations of the unamended complaint, even though the plaintiff has been aware of the facts upon which the amendment is based, ‘[i]t would be patently unfair to allow plaintiffs to defeat [the] summary judgment motion by allowing them to present a “moving target” unbounded by the pleadings.’” (Falcon, *supra*, 224 Cal.App.4th at p. 1280; accord, Melican v. Regents of University of California (2007) 151 Cal.App.4th 168, 176; Huff, *supra*, 138 Cal.App.4th at p. 746.) Lopez’s amendment challenge therefore fails.

#### **DISPOSITION**

The judgment is affirmed. Respondents are entitled to their costs on appeal.

GOETHALS, ACTING P. J.

WE CONCUR:

SANCHEZ, J.

MARKS, J.\*

\*Judge of the Orange County Superior Court,  
assigned by the Chief Justice pursuant to article VI,  
section 6 of the California Constitution.

APPENDIX C

Newport Bluffs Apartment Homes

Lopez, Cheryl; Lopez, Arthur (Unit 2V-2087)

Resident ledger - as of Property date: 03/29/2018

Unit	Date	Period	Ctrl # Code	Charges	Credits	Balance
2V-2087	01/20/2016	072016	RENT	\$-301.87		\$451.37
2V-2087	01/19/2016	072016	MTM	\$200.00		\$271.04

2V-2087	01/01/2016	072016	URWATER	Doc \$34.33		\$71.04
2V-2087	POSTED 12/28/2015	062016	486 PMTLBXCK		PAID EARLY \$995.48	\$-1,581.00
2V-2087	POSTED 12/28/2015	062016	486 PMTLBXCK		PAID EARLY \$1,000.00	\$-585.57
2V-2087	PSTD12/4* NO LTE FEE	062016	424 PMTLBXCK		PD \$1,000.00	\$414.43
2V-2087	12/03/2015	062016	419PMTLB XCK		\$1,000.00	\$2,049.43

Redacted

PD = Paid

Unit	Date	Period	Ctrl # Code		Charges	Credits	Balance
2V-2087	POSTED 11/23/2015	052016	469 PMTOP IRD		\$2,635.00	\$194.00 PAID 11/18/15	\$2987.59

2V-2087	11/07/2015	052016	423 PMTLB XCK			\$1,000.00 PAID 11/3/2015	\$1510.79
2V-2087	POSTED 11/07/2015 *LTE FEE DESPITE RENT PD 11/3/15	052016	423PM TLBXCK		*LATE FEE \$50.00 11/4/15 DESPITE RENT PD 11/3/15	\$1,335.00 PAID 11/3/2015	\$1,810.79
2V-2087	POSTED 10/25/2015	052016	475PM TLBXCK		UTILITIE S	\$194.00 PAID 10/18/15	\$364.44
2V-2087	POSTED 10/07/2015 *LATE FEE \$50.00 10/4/15 DESPITE RENT PD 10/3/15	042016	420PM TLBXCK			\$2595.00 PAID 10/3/2015	\$598.44
2V-2087	POSTED 09/22/2015	042016	420PM TLBXCK UTILITI ES			\$193.33 PAID	\$386.68
2V-2087	*POSTED 09/09/2015	032016	433PM TLBXCK			\$2,635.00 PAID *9/4/2015	\$580.01

2V-2087	*Sep.8,15 LATE FEE Despite Paymt. Date of 9/4/2015	032016	*LATEF EE		\$50.00		\$3,215.01
2V-2087	POSTED 8/6/2023	032016	RENT		\$2,635.00 8/1/2015	\$2635.00 PAID 8/3/2015	
2V-2087	*LATE FEE 08/04/15 DESPITE RENT PD 8/3/15		*LATEF EE \$50		\$2,635.00		\$3,128.22 (RENT PD 8/03/2015)
2V-2087	POSTED 07/08/2015 *LATE FEE 7/5/15 DESPITE RENT PD 7/3/15	012016	429PM TLBXCK		LATE FEE Assesse d 7/5/15 \$50.00	\$2,635.00 PD7/3/15 7/3/2015	\$200.00
2V-2087	POSTED 06/08/2015	122015	427PM TLBXCK			\$1,500.00 PAID 6/4/2015	\$150.00
2V-2087	POSTED 06/08/2015 *LATE FEE 6/4/15 DESPITE RENT PD	122015	427PM TLBXCK			PAID 6/4/15 \$1,135.00	\$1,650.00

	6/4/15						
2V-2087	POSTED 05/06/2015 *NO LATE FEE	112015	423PM TLBXCK			PAID \$2,635.00 5/2/2015	\$2,735.00
2V-2087	POSTED 04/06/2015 *NO LATE FEE	102015	421PM TLBXCK			PAID \$2,635.00 4/3/2015	\$100
2V-2087	04/01/2015	102015	RENT		\$2,635.00		\$2,585.00
2V-2087	POSTED 03/07/2015 *LATE FEE DESPITE RENT PD 3/3/2015	082015	426PM TLBXCK		LATE FEE 3/4/2015 *DESPITE PAYMT, PD 3/3/15	PAID *3/3/15 \$2,635.00	\$100.00
2V-2087	POSTED 02/07/2015 LATE CHARGE POSTED 2/4/15-PLTF BDAY2/7	082015	426PM TLBXCK			PD \$2635 SchoolsFirs stCreditU Would Not Provide Purchase DateStacy	\$50
2V-2087	12/30/2014	072015	400PM TLBXCK			PAID 12/24/14 \$2,635.00	- \$2635.00

2V-2087	POSTED 12/14/2014 * NO LATE FEE	072015	450PM TLBXCK			\$635.00 PAID 12/12/14	\$0.00
2V-2087	POSTED 12/02/2014	072015	450PM TLBXCK			\$2,000.00 PAID 11/29/14	\$2635.00
2V-2087	POSTED 11/20/2014 , 11/18/14	052015	463PM TOPI RD			PAID \$400.00+ \$524.00+ \$130.00 11/14/15	\$0.00

APPENDIX D

Money Order-MAY 2,2015

SchoolsFirst

Federal Credit Union

Two Thousand Six Hundred Thirty-Five Dollars and 00 Cents

\$2,635.00

To the Order of: Newport Bluffs Apts. Cheryl Lopez

2087 Loggia

NOT VALID OVER \$5,000

05/02/2015

RECEIVED

(Initials) (05/02/2015)

Defendant Employee's Signature/Initials

APPENDIX E-(SEE APPENDIX D)

THREE DAY NOTICE TO PAY RENT OR SURRENDER POSSESSION

TO:

Arthur Lopez, Cheryl Lopez

DOE'S 1 Thru 11

2087 Loggia, Newport Beach, CA 92660

NOTICE IS HEREBY GIVEN that, pursuant to the agreement by which you hold possession of the premises known as:

2087 Loggia, Newport Beach, CA 92660

There is now due and unpaid rent for said premises in the total sum of \$2635, enumerated as follows: due for the period from May 1, 2015 Through May 31, 2015.

WITHIN THREE (3) DAYS after service of this notice upon you, you are required to pay the sums demanded herein or deliver up possession of said premises to Newport Bluffs Apartment Homes, authorized agent of Irvine Company Apartment Communities, INC., your landlord or legal proceedings will be commenced against you to declare said agreement forfeited, recover possession of said premises, all rents due, damages, attorneys fees, court cases and statutory damages up to \$600.0 for malice for the unlawful detention of said premises.

YOU ARE FURTHER NOTIFIED that your Landlord does hereby elect to declare a forfeiture of the agreement under which you hold possession of the premises described above.

DATED: 05/05/2015

\*Authorized Management Person to receive payments: Brent Christianson and/or other management staff personnel

Place for payment:

100 Vilaggio

Newport Beach, CA 92660

Authorized/management persons telephone number:

(949)467-2120

Management office hours:

9 a.m. to 6 p.m. Monday through Saturday (Tuesdays until 7pm)

And 12 p.m. to 6 p.m. Sunday Newport Bluffs Apartment Homes

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By: Jennifer Gruwell

Assistant Manager

APPENDIX F

SIXTY (60) DAY NOTICE TO TERMINATE TENANCY

(CC §1946 & 1946.1, Residential)

TO: Cheryl Lopez, Arthur Lopez

And DOES 1 to 10, all other tenants, subtenants, and occupants in possession of the premises commonly known as:

SUBJECT PREMISES: 2087 Loggia, Newport Beach, CA 92660

PLEASE TAKE NOTICE THAT WITHIN SIXTY (60) DAYS after the service on you of this notice, you are hereby required to quit, vacate, remove, surrender, and deliver up possession of the above described premises to the landlord. If you fail to quit possession of the premises within the sixty (60) days, the landlord will institute legal proceedings against you to recover possession of said premises, recover holdover damages, statutory and treble damages, the costs of suit, and reasonable attorney's fees.

This notice is intended as a sixty (60) day legal notice for the purpose of terminating your tenancy pursuant to and in accordance with CC 1946 & 1646.1 and is given for the reason and purpose of preventing any automatic renewal periods of the lease or rental agreement allowed thereunder or by virtue of law. The rent shall be due and payable to and including the date of termination of your tenancy under this notice.

You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit/rental obligations.

Under California law, you have a right to request that the landlord/lessor or his/her/its authorized agent make an initial inspection of the subject premises to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the subject premises, if any, caused by you. If you wish to have such an inspection, please contact the landlord/lessor or his/her/its authorized representative as soon as possible. If you request an inspection, you will be given 48 hours' advance notice of the inspection, but you may waive in writing the required 48 hours' notice and have the inspection done sooner.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved you.

Dated: 11/18/2015  
Owner/Manager  
Newport Bluffs Apartments Homes  
100 Vilaggio, Newport Beach, CA 92660-921  
(949)467-2120

APPENDIX G

02/02/2022 Arthur Lopez

**Certificate of Interested Parties**

1.) Richard Sontag: is employed by the Superior Court as a Volunteer Judge and simultaneously he has been counsel for Defendant MUFG "Union Bank" Case #30-2021-01192499, which remains with the California Court of Appeals(G058725). In addition, he remains counsel for the Irvine Company, et al case #30-2018-01000086 also active with the Court of Appeals. In truth, of these case fraud, collusion, and corruption have been commonplace throughout the litigation to include Superior Court.

2.) FranciscoFirmat: Nature of Interest:

Francisco Firmat is/was employed by the Superior Court and colluded with

judge-volunteer/attorney Richard Sontag to derail, by fraud, appellant/petitioner's civil unlimited case against MUFG "Union Bank", NA et al in 2012.

3.) Kathleen O'Leary

Kathleen O'Leary is employed by the California Court of Appeals 4th District, 3rd Division

601 Santa Ana Blvd, Santa Ana, CA 92701 and in addition to demonstrating enormous bias against Petitioner/appellant, Mexican-heritage/Hispanic Latino, Catholic-Christian Man as presiding judge of the court, she also is married to Ken Babcock Director of the Public Law Center located @ 601 Civic Center Dr, Santa Ana, CA 92701, and as such his Senior Staff Attorney Gonzalez staffed@ The Prose Clinic @ the U.S. District Court 411 W 4th St, Santa Ana who also derailed by improper counsel appellant's federal MUFG Union Bank, N.A. et al Case as well, "Babcock" refused to respond. Moreover, "O'Leary" whose name

has Irish roots, meaning "Keeper of Calves" and origin is "O'Laoghaine" refused to recuse herself nor permitted appellant's disqualification motion on appeal case involving MUFG Union Bank, N.A., et al as a defendant despite this monstrous conflict of interest - also stating her denial of disqualification was not applicable. (G055356)

#### APPENDIX H

[EXT]:RE: Arthur Lopez (DFEH No. 637768-177571): Your voice message

Valle-Balderrama, Brenda@DFEH <Brenda.Valle-Balderrama@dfeh.ca.gov>

Wed 2/10/2021 11:35 AM

To: Print & Marketing Services 410  
<print.marketing0410@Staples.com>

Mr. Lopez,

Per your request a minute ago over the telephone, you requested that the following information for

Case Number: 637768177571 be emailed to you to  
print.marketing0410@stapies.com:

Your Intake Form Submission Date: 8/20/2015

Close Date: 8/24/2016

Thank you,

Brenda

#### APPENDIX Z

MARINE CORPS BASE CAMP PENDLETON, Calif. -- Col. Matthew G. Trollinger, commanding officer of the 11th Marine Expeditionary Unit, relinquished his command of the MEU in the ceremonial

passing of the colors to Col. Clay C. Tipton as part of a change of command ceremony here July 17. As part of a longstanding tradition in the Marine Corps, a change of command ceremony is conducted to formally transfer authority and responsibility from one commander to the next.

With over 2,400 Marines and Sailors, the 11th MEU served a seven month deployment along with the Makin Island Amphibious Ready Group, participating in multiple exercises with regional host nations in the Western Pacific, Middle East and Horn of Africa regions. The unit served as a reserve force supporting contingency operations while also supporting Operation Inherent Resolve.

As the Commanding Officer, Trollinger oversaw all operations and guided the unit during its pre-deployment training and throughout the entirety of its deployment.

#### **APPENDIX ZZ**

##### **OCBA Charitable Fund Announces 29th Annual Judge Kenneth Lee Charity Golf Tournament Winners:**

Wednesday, June 5, 2013, marked the Orange County Bar Association Charitable Fund's 29th Annual Judge Kenneth Lee Charity Golf Tournament, which was held at Pelican Hill Golf Club

in Newport Coast. The OCBA and its Charitable Fund would like to extend our sincere thanks to all of the participants, sponsors, and the OCBA Charitable Fund Golf Tournament Committee for ensuring the continued success of this unique event. Proceeds from the tournament will be used to fund donations to various law-related charities in the Orange County community.

2013 Tournament Winners:

Low Net Second Place

Joseph Aliberti, Law Office of Joseph M. Aliberti

Chris Mulder, Law Office of Joseph M. Aliberti

Scott KELley

Dennis Iden

Low Net First Place

James Skorheim, Jr., Skorheim & Associates

Kyle Kelly, Skorheim & Associates

John Phillips, Skorheim & Associates

Jonas Cikotas, Thomson Reuters

Low Gross Second Place

***Gary Pohlson, Pohlson & Moorhead LLP***

Hon. James Smith (Ret.)

***\*\*\*Gary Moorhead, Pohlson & Moorhead LLP***, Former Employer of Kathleen O'Leary, Presiding Judge of the Ca Court of Appeals, 4<sup>th</sup> District, 3<sup>rd</sup> Division who is Spouse of Kenneth Babcock, Director of Public Law Center

***\*\*\*Kenneth Babcock, Public Law Center-/SPOUSE of***

CourtOfAppeal Presiding Judge Kathleen O'Leary -

PublicLawCenter,Director Sr. Staff Atty Elizabeth Gonzales

Counseled to Derail MUFG Unionbank, COURT of APPEAL Case-G061254)

Low Gross First Place

Patrick Munoz, Rutan & Tucker LLP

John Cleary

Barry Gore

Joe Cipari

Putting Contest

Jeff Hart, O'Melveny & Myers

Closest to the Pln #7, Co-Ed

Mike Russell, Mohr Partners

Closest to the Pln #12, Men

David Raft, Fragomen, Del Rey, Bernsen & Lowey, LLP

Closest to the Pln #13, Co-Ed

**\*Joe Sweet, Union Bank**

Closest to the Pln #18, Women

Lori West

Men's Longest Drive #8

John Cleary

Women's Longest Drive #9

Lori West

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**APPENDIX ZZZ: Irvine Company Business Address and  
Associations to "Park Newport" Apartments ( Only other Apt  
Complex in Newport Beach Proper:  
1-(Redacted) Business Search - Entity Detail  
CA Entity # C0563957 - "Park Newport Community Association"  
Irvine Company Owned  
Registration Date: 02/28/1969  
California Domestic Nonprofit FTB Suspended  
550 Newport Center Dr, Newport Beach, CA 92660 (\*Irvine  
Company Headquarters)**

2-"Gerson Barker"  
CA Entity # 201125910005- "GB Park Newport LLC"  
Registration Date: 09/15/2011  
Delaware  
Foreign  
Active

Agent: Jalsen Co., Inc. (C0332647)  
201 Filbert St, Ste. 700, San Francisco, CA 94133